Contract N°:
(Please quote this reference in all correspondence and communications)

FINANCING ACTIVITIES CONTRACT

United Nations
Educational, Scientific and
Cultural Organization

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(hereinafter called 'UNESCO')
the headquarters of which are situated in Paris
UNESCO Office in Cairo
8 Abdel-Rahman Fahmy Street,
Garden City
11541 CAIRO
Egypt

and

Name Arab Water Council
(hereinafter called 'the Contractor')
Address 9 Al-Mokhayam Al-Da em Street
1123 NASR CITY
Egypt
Vendor number 307822

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Article I. Purpose of the contract

Contract entered into between UNESCO and the Contractor in order to perform the following:

Within the framework of the IHP activities in the Arab region with special focus on capacity building and knowledge transfer in the field of water resources management. UNESCO Cairo Office (UCO) will provide financial support to the Arab Water Council for the organization of the 4th Arab Water Forum, Cairo, Egypt; 26-28 November 2017. This support will be used by the Organizing Committee to accomplish the following:

1. Organize and implement the 4th Arab Water Forum (26-28 Nov, 2017) through:
a, providing the full program of the forum; and
b. providing the forum facilities, needed equipment, secretarial support, computer rooms and reasonable venue.

2- Facilitate UCO technical contribution to the 4th Arab Water Forum .
a, Support at least one key note lecture in the program on the themes of the 4th Arab Water forum by inviting one or more water experts (from the Arab countries other than Egypt) to provide key note lectures, presentations and/or panelist interventions per UCO approval;
b. Cover registration fees of 3 UNESCO participants and UNESCO sponsored participants. Full list will be provided;
c. Acknowledge UCO support by placing UCO logo clearly in all material of the forum including publications, agenda, posters and any other material published hereafter related to the forum.
d. Prepare final report of the forum including list of participants, executed programmes, conclusions and recommendation. The organizing committee shall submit softcopy of or provide a hyperlink to the report should the report be online report.
3. Prepare and submit a financial statement detailing the use of UNESCO funds with supporting documentations. Any remaining amount shall be returned back to UCO

The Contractor undertakes to publicize the financial support of UNESCO in the following manner:

Acknowledge UNESCO Support during the conference and Present UNESCO logo in the final conference report and during the conference.

Article II. Duration of contract

2.1 If the contract is not signed by the Contractor and returned to UNESCO by *20/11/2017* at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

2.2 The effective date of the contract is the date of signature by the Contractor and its expiry date is the date of approval by UNESCO of the work submitted by the Contractor or otherwise, at the latest, the deadline for submission of the work corresponding to the final payment indicated in Article III.3.2 below.

2.3 If, by the expiry date of the contract as defined in Article II.2.2 above, the Contractor has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void unless an amendment extending the period of the contract has been signed by both parties in accordance with Article IV below.

Article III. Conditions of payments

3.1 Installments, Currency and Payment

3.1.1 UNESCO shall pay the Contractor the sum of 3000.00 USD. All installments shall be paid in the currency of the contract. UNESCO shall not make any payments which are due under this contract to anyone other than the contracting party hereto and the financial obligations of UNESCO shall be set at the maximum indicated in Article III.3.2 below. Installments expressed in US$ and payable in another currency than US$ should be converted at the official UNESCO rate of exchange in force on the date of payment.

3.1.2 The financial participation of this Contract is not subject to any adjustment or revision because of prices or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.1.3 All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Contractor.

3.1.4 The Contractor should confirm below mentioned banking instructions for any payment arising from the present contract (only one banking instruction is allowed in any one contract):

Name of the Bank:	COMMERCIAL INTERNATIONAL BANK (EGYPT) S.A.E.
Address of the Bank:	12 EL SALEH AYOUB STREET ZAMALEK CAIRO
Name of the Account Holder:	Arab Water Council
Number of Account:	07-9035****
SWIFT Address:	CIBEEGCX007

3.2 Installments

3.2.1 The activity to be performed by the Contractor shall be financed by UNESCO in accordance with its Financial Regulations and the terms and conditions laid down in this agreement. The financial participation is payable in the following instalments only upon certification by the UNESCO Officer responsible for this contract of satisfactory fulfilment by the Contractor of the conditions corresponding to each payment:

Payment N°	Upon submission to and approval by UNESCO of the following work	Article I Reference	Latest date for submission	Amount/Currency
01	Full program of the forum	1.a	30/11/2017	2000.00 USD

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02	Final report and Financial Statement	1a-b, 2.a-d, 3	20/12/2017	1000.00 USD

3.2.2 The amount of advance payments shall not exceed the expenses which the Contractor will need to pay before completion of the activity phases referred to in Article I above. Last payment (minimum 10% of the contract) shall only be processed after receipt of a financial statement and acceptance of the activity report.

3.3 Contractor's Obligations

The contractor undertakes:

3.3.1 To maintain detailed, complete, accurate and up-to-date records and documentation in respect of all expenditure incurred under this contract and to ensure that any obligations entered into and all disbursements made are in conformity with the contract. For each payment, the documentation shall include the project designation (e.g. purpose and name of the activity or project), the payee, the amount, the purpose, the date of the disbursement and original bills, invoices, receipts and any other supporting documentation pertinent to the transaction. If these originals are to be kept by the contractor, they should be so for five years after the termination of the contract and copies should be provided to UNESCO instead;

3.3.2 Before the last installment is paid, to provide UNESCO with an itemized financial statement in respect of UNESCO's contribution as well as a qualitative report of results obtained, certified by the Chief Executive Officer of the body implementing the contract. If UNESCO's contribution is in excess of 50% of the total funds received for the activity, the certified itemized financial statement should show all expenditures incurred and total funds received from other funding sources by the contractor for the whole activity;

3.3.3 To allow upon request authorized officials of UNESCO or its designated representative to have access to the project site, the Contractor's offices and its personnel and to any relevant financial records and documentation.

3.4 Reimbursement

3.4.1 If the work corresponding to any or all of the above instalment payments has not been approved by UNESCO and is not in conformity with the contract specifications or terms of reference, UNESCO shall have the right to reimbursement of full or partial payments made including the advance payment.

3.4.2 Any sums to be reimbursed shall be returned to UNESCO in the currency in which payment was made.

Article IV. Amendments

This contract may be amended by a letter of amendment specifying all modifications and signed by both UNESCO and the Contractor. If the Contractor wishes to propose amendments, these proposals should be communicated to UNESCO who, if deemed necessary, will prepare the letter of amendment for mutual agreement and signature.

Article V. UNESCO Terms and Conditions

5.1 This contract is subject to UNESCO Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by both the Contractor and UNESCO.

5.2 The Contractor and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order:

a) The present contract;
b) The Terms of Reference, attached hereto [if applicable];
c) The General Terms and Conditions attached hereto;

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d) The Contractor's Proposal [if applicable];

Signed on behalf of the Director-General of UNESCO:

Name: Date:

Title: Signature: .....

Contractor [please sign and return to UNESCO one original of the contract and retain the second original for yourself]:

Name: Date:

Title: Signature: .....

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GENERAL TERMS AND CONDITIONS FOR FINANCING ACTIVITIES

1. LEGAL STATUS

Neither the Contractor, nor anyone whom the Contractor employs to carry out the activity is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensation or reimbursements, nor are they authorized to commit UNESCO to any expenditure or other obligations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customers, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

6. OBLIGATIONS, INDEMNIFICATION AND INSURANCE

6.1 The Contractor attests that the performance of the activity does not prejudice the rights of third parties and is not in violation of any applicable law.

6.2 Unless otherwise provided herein, the Contractor shall bear all the expenses of carrying out the activity.

6.3 The Contractor shall indemnify UNESCO and absolve it of any responsibility for any prejudice, loss or damage sustained as a result of the non-observance of the above-mentioned obligations and for any court action, claim or charge of any kind which may result from a wrongful act or omission perpetrated by the Contractor or by any of its employees in the execution of the contract. The Contractor shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Contractor.

6.4 The Contractor undertakes full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution of the contract.

7. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

The Contractor shall not use the name, acronym, or emblem (logo) of UNESCO except with the specific prior authorization in writing of UNESCO.

8. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 9, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

9. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 10 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

10. SETTLEMENT OF DISPUTES

10.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

10.2 Arbitration

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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11. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

12. TAX EXEMPTION

12.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter-alia, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

12.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

13. CHILD LABOUR

13.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

13.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

14. MINES

14.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

14.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

15. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

16. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

17. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999).

The list can be accessed via http://www.un.org/docs/sc/committees/1267/1267ListEng.htm. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

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